

Instrument prepared by and return to: Winstead PC Attn: Jeanne Marie Caruselle 1201 Elm Street, Suite 5400 Dallas, Texas 75270 (214)745-5143	Co-Prepared by for purposes of complying with Mississippi Law: Butler, Snow, O'Mara, Stevens & Cannada, PLLC Ronald G. Taylor, MS Bar No. 7992 1020 Highland Colony Parkway, Suite 1400 Ridgeland, Mississippi 39157 (601) 948-5711
Assignor: JPMorgan Chase Bank, N.A., as Agent 2200 Ross Avenue, 8 th Floor Dallas, Texas 75201 Attention: Scott Maggard Telephone: (214) 965-4068	Assignee: Bank of America, N.A., as Agent 901 Main Street, 14 th Floor TX1-492-14-11 Dallas, Texas 75202 Attention: Michelle D. Diggs Telephone: (214) 209-4126
Indexing Instructions: Return to: First American Title Insurance Company 2001 Airport Rd., Suite 301 Flowood, MS 39232 (601) 366-1222	
To the Chancery Clerk of DeSoto County, Mississippi: The real property described herein is situated in Lot 6 and the East 132 feet of Lot 8, Section "B", Phase I, Holiday Industrial Park, as per Plat of Record in Plat Book 15, Pages 9-14, in the Chancery Clerk's Office in DeSoto County, Mississippi. <i>Sec 23 Twn 1 South Range 6 West</i>	

TRANSFER OF LIEN

STATE OF MISSISSIPPI §
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COUNTY OF DESOTO §

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned **JPMORGAN CHASE BANK, N.A.**, as Agent ("Assignor"), is the Beneficiary under that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Financing Statement recorded at Book 3017, Page 586 in the Chancery Clerk's Office in Hernando, DeSoto County, Mississippi, executed by **THE BRINKMANN CORPORATION** (as the "Grantor" therein) to Powell G. Ogletree, Jr. of Hinds County, Mississippi, as Trustee for the benefit of Beneficiary (as same may have been heretofore

amended, modified and/or assigned, the "Deed of Trust"), which Deed of Trust and the liens and security interests thereof secure payment of certain indebtedness and the performance of certain other obligations described in said Deed of Trust, which Deed of Trust covers certain real property and all improvements thereon (the "Property"), which real property is described in said Deed of Trust and in Exhibit "A" attached hereto and incorporated herein by this reference for all purposes;

NOW, THEREFORE, for good and valuable consideration paid to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor has TRANSFERRED, ASSIGNED, GRANTED and CONVEYED and by these presents TRANSFERS, ASSIGNS, GRANTS and CONVEYS unto **BANK OF AMERICA, N.A.**, as Agent ("Assignee"), all right, title and interest of the undersigned in, to and under the Deed of Trust, together with all attendant liens, rights, title, assignments and interests (including security interests) securing, pertaining to or arising from or under the Deed of Trust (collectively, the "Transferred Interests").

ASSIGNOR (A) MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER (EXPRESS OR IMPLIED) REGARDING THE TRANSFERRED INTERESTS, THE INDEBTEDNESS SECURED THEREBY OR THE PROPERTY AND SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT THERETO, AND (B) HAS ASSIGNED THE INTERESTS CONVEYED HEREIN TO ASSIGNEE ON AN "AS-IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT RECOURSE OR WARRANTY OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING, AND SHALL HAVE NO LIABILITY FOR, THE VALUE OF THE PROPERTY OR THE ABILITY OR CAPABILITY OF THE OWNER OF THE PROPERTY OR ANY OTHER PARTY LIABLE OR RESPONSIBLE FOR PAYMENT AND PERFORMANCE OF THE INDEBTEDNESS AND OBLIGATIONS SET FORTH IN AND SECURED BY THE DEED OF TRUST AND ANY OTHER DOCUMENT RELATING TO THE TRANSFERRED INTERESTS TO PAY OR PERFORM THE SAME, OR THE VALIDITY, ENFORCEABILITY, PRIORITY OR PERFECTION OF THE DEED OF TRUST AND ANY OTHER DOCUMENT RELATING TO THE TRANSFERRED INTERESTS, OR AS TO THE PHYSICAL CONDITION, FITNESS OR SUITABILITY OF THE PROPERTY. NEITHER ASSIGNOR NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ATTORNEYS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY OF ANY KIND WHATSOEVER TO ASSIGNEE, GRANTOR OR ANY OTHER PERSON OR ENTITY FOR (I) THE DUE EXECUTION, LEGALITY, VALIDITY, ENFORCEABILITY, GENUINENESS OR SUFFICIENCY OF THE DEED OF TRUST OR ANY OTHER DOCUMENT RELATING TO THE TRANSFERRED INTERESTS OR THE COLLECTABILITY OF ANY DEBT, (II) ANY REPRESENTATION, WARRANTY OR STATEMENT MADE IN OR IN CONNECTION WITH THE DEED OF TRUST OR ANY OTHER DOCUMENT RELATING TO THE TRANSFERRED INTERESTS, (III) THE FINANCIAL CONDITION OR CREDITWORTHINESS OF THE BORROWER OR ANY GUARANTOR OR OTHER OBLIGOR, (IV) THE PERFORMANCE OF OR COMPLIANCE WITH ANY OF THE TERMS OR PROVISIONS OF THE DEED OF TRUST OR ANY OTHER DOCUMENTS RELATING TO THE TRANSFERRED INTERESTS, (V) INSPECTING ANY OF THE PROPERTY, BOOKS OR RECORDS OF THE BORROWER OR ANY GUARANTOR OR OTHER OBLIGOR, (VI) THE VALIDITY, ENFORCEABILITY,

PERFECTION, PRIORITY, CONDITION, VALUE OR SUFFICIENCY OF ANY COLLATERAL SECURED OR PURPORTING TO BE SECURED BY THE DEED OF TRUST OR ANY OTHER DOCUMENT RELATING TO THE TRANSFERRED INTERESTS OR (VII) ANY MISTAKE, ERROR OF JUDGMENT, OR ACTION TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH THE DEED OF TRUST OR ANY OTHER DOCUMENT RELATING TO THE TRANSFERRED INTERESTS.

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EXECUTED this 11 day of July, 2012.JPMORGAN CHASE BANK, N.A.,
as AgentBy: Scott R. Maggard
Name: Scott R. Maggard
Title: Underwriter III

STATE OF TEXAS

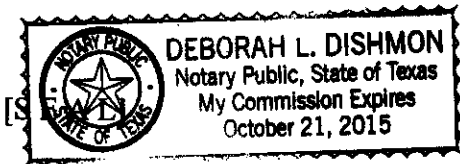
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COUNTY OF DALLAS

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Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of July, 2012, within my jurisdiction, the within named Scott R. Maggard, who acknowledged that he/she is a Underwriter III of JPMORGAN CHASE BANK, N.A., a national banking association, and that for and on behalf of the said association, and as its act and deed, he/she executed the above and foregoing Transfer of Lien, after first having been duly authorized by said association so to do.



Deborah L. Dishmon
Notary Public, State of Texas

My commission expires:

10-21-2015

EXHIBIT A**Legal Description**

Lot 6 and the East 132 feet of Lot 8, Section "B", Phase I, Holiday Industrial Park, as per plat of record in Plat Book 15, Pages 9-14, in the Chancery Clerk's Office in Hernando, DeSoto County, Mississippi, being situated in Section 23, Township 1 South, Range 6 West, DeSoto County, Mississippi, and being more particularly described as:

Beginning at the Southeast corner of Section 23, Township 1 South, Range 6 West, Chickasaw Cession, in DeSoto County, Mississippi; thence North 0 degrees 19 minutes East along the East line of Section 23 (along the centerline of Hacks Cross Road) 2872.26 feet to a point in the centerline of the Burlington Northern Railroad (Frisco Railroad) Lead Track; thence North 89 degrees 27 minutes 50 seconds West along said Lead Track 1382.35 feet to the point of beginning of the herein-described property; thence continuing north 89 degrees 27 minutes 50 seconds West along said Lead Track (being along the South line of Lots 6 and 8) 429.65 feet to a point; thence North 0 degrees 19 minutes East along a line being parallel to the East line of Section 23 and also being 132.0 feet West of and parallel to the East line of Lot 8, a distance of 1171.24 feet to a point in the South line of Marina Drive; thence South 89 degrees 27 minutes 50 seconds East along said line 632.0 feet to the Northwest corner of Lot 2; thence South 0 degrees 19 minutes West along the West line of Lot 2, a distance of 1120.54 feet to an angle point; then South 79 degrees 50 minutes 20 seconds West along said line dividing Lots 2 and 6, a distance of 205.78 feet to an angle point; thence South 0 degrees 19 minutes West along said dividing line a distance of 12.5 feet to the point of beginning; containing 733,825.42 square feet or 16.846 acres.